

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE:

TOTSY DWAIN SPENCE DBA SPENCE
CUSTOMS AND
JANA KAYLE SPENCE
DEBTORS

U.S. BANK NATIONAL ASSOCIATION
AS TRUSTEE OF NRZ PASS-THROUGH
TRUST IX, ITS SUCCESSORS AND
ASSIGNS,
MOVANT

VS.

TOTSY DWAIN SPENCE DBA SPENCE
CUSTOMS, JANA KAYLE SPENCE, AND
CAREY D. EBERT, TRUSTEE,
RESPONDENT

www.pearsoned.com

CASE NO. 16-40602

CHAPTER 13

MOTION FOR RELIEF

HEARING DATE:

SEPTEMBER 26, 2018 1:00PM

AGREED ORDER CONDITIONALLY MODIFYING AUTOMATIC STAY
(DOCKET #49)

CAME ON before the Court for consideration the Motion for Relief From Automatic Stay filed by U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE OF NRZ PASS-THROUGH TRUST IX, ITS SUCCESSORS AND ASSIGNS, Movant, and any response of Debtor/Respondent. The Court finding that the parties have reached an agreement conditionally modifying the Automatic Stay of 11 U.S.C. §362 ("Automatic Stay"), it is accordingly:

ORDERED that the Automatic Stay shall remain in effect, except as modified herein. It is further

ORDERED that pursuant to the terms of that one certain Promissory Note executed by Debtor and now payable to Movant, secured by a Deed of Trust encumbering the real property more fully described hereinafter, Debtor shall disburse directly to Movant, timely when due, each monthly installment that falls due on or after the first day of October 2018. It is further

ORDERED that Debtor shall pay by certified funds the post-petition mortgage installment arrearage in the amount of \$1,497.13 by making a lump sum payment in the amount of \$1,497.13 directly to Movant on or before the fifteenth (15th) day October 2018. Said funds shall be applied to the post-petition mortgage installments and late charges for the month of September 2018, plus attorneys' fees of \$619.00 and costs of \$181.00.

Due Date	Total Payments
09/01/2018	\$949.53
Suspense	(\$252.40)
MFR Fees & Costs	\$800.00
Total Due	\$1,497.13

It is further **ORDERED** that Debtor shall make all Trustee payments according to the Plan. Debtor shall keep all Trustee payments current. It is further

ORDERED that the above referenced mortgage installments and additional payments to bring arrearages current shall be made to the mortgage company at the following address:

Ocwen Loan Servicing, LLC
 Attn: Cashiering Department
 1661 Worthington Road Suite 100
 West Palm Beach, FL 33409

It is further **ORDERED** that if Debtor defaults on any of the terms of this Order, Movant shall mail notice of the default to Debtor by certified mail, return receipt requested, and by regular mail. Unless Debtor cures the default within ten (10) days of the date Movant mails the notice, the Automatic Stay shall be and is hereby ordered lifted with respect to Movant, its assignees and/or successors in interest. Movant shall send a Notice of Default to Debtor on two separate occasions only. Upon the third default by the Debtor to comply with the terms herein, the Automatic Stay shall be ordered lifted with respect to Movant without further notice to Debtor. If Debtor defaults under the terms of this Order and the Automatic Stay is lifted, Movant, and its assignees and/or

successors in interest, shall be excepted from the Automatic Stay, and is authorized to enforce its lien, and to pursue its statutory and contractual remedies to gain possession of the following described real property:

LOT 3 BLOCK A OAKS ADDITION NO. 1, COLLIN COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET C, SLIDE 420, MAP RECORDS, COLLIN COUNTY, TEXAS

Also known as:
205 SPENCE DR
WYLIE, TX 75098

It is further **ORDERED** that in the event this case is converted to another Chapter of the Bankruptcy Code, the automatic stay shall lift without further notice except to the extent the property described above is non-exempt property, and any and all arrearages owed to Movant by Debtor shall become due and payable immediately. It is further

ORDERED that in the event this case is dismissed and not reinstated, the agreements reached between the parties in this order are cancelled, of no further effect, and neither party shall be bound by the agreements made herein. It is further

ORDERED that upon termination of stay, Movant shall be exempt from further compliance with FRBP 3002.1 in this case.

Signed on 9/20/2018

Brenda T. Rhoades SR
HONORABLE BRENDA T. RHOADES,
UNITED STATES BANKRUPTCY JUDGE

* The signature of Movant's counsel shown below is an affirmative representation to the Court that Movant has complied with Bankruptcy Rule Number 4001.

APPROVED AS TO FORM AND ENTRY REQUESTED:
Codilis & Stawiarski, P.C.

By: /s/ Cristina Platon Camarata *

Harriet L. Langston SBOT 11924400

Sarah S. Cox SBOT 24043439

Annarose Harding SBOT 24071438

Lisa L. Cockrell SBOT 24036379

Cristina Platon Camarata SBOT 16061560

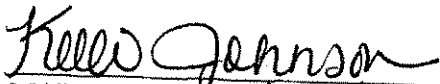
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SPENCE, TOTSY DWAIN

Conventional